business." *Held*, that the practice of law is not a "lawful business" within the meaning of the statute. *In re Co-operative Law Co.*, 92 N. E. 15 (N. Y.).

The practice of law is a lawful business only for those who have fulfilled the statutory requirements. N. Y. CONSOL. LAWS (1909), TIT. JUDICIARY LAW, §§ 460, 466. A corporation could not meet the requirement of learning or good character, nor take an oath of office. It was contended in the principal case that the statute was satisfied if the corporation conducted its legal business through duly licensed attorneys. *Cf. State Electro-Medical Institute* v. *State*, 74 Neb. 40. But the corporate fiction cannot be so easily disregarded. If the attorneys employed by the corporation must act as its agents, in strict legal theory it is the corporation that is practicing law. The artificial entity intervenes between the licensed attorney and the client. Even if the attorneys were permitted to act entirely in their own names, public policy would condemn the business of finding clients for lawyers for a share in the fees. See *Langdon* v. *Conlin*, 67 Neb. 243; *Alpers* v. *Hunt*, 86 Cal. 78. The result in the principal case is a desirable one, since it protects the bar from the danger of having its members controlled by corporations financially interested in encouraging litigation.

CORPORATIONS — STOCKHOLDERS: RIGHTS INCIDENT TO MEMBERSHIP — LEGALITY OF VOTING TRUST. — The majority stockholders of a corporation transferred their stock to trustees, receiving trust certificates in return, under an agreement by which the trustees were to have an irrevocable power to vote the stock, and the privilege of purchasing at a certain price, for the benefit of the other members, the stock of any member of the syndicate wishing to sell, the object being to insure the continuance of the present membership and policy of the corporation. A transferee of some of the trust certificates sought to overthrow the agreement so as to enable him to vote his stock. *Held*, that the agreement is valid, and that the trustees' power, being coupled with an interest, is irrevocable. *Boyer* v. *Nesbitt et al.*, 76 Atl. 103 (Pa.).

An agreement to last for fifteen years, similar to the above, and for a similar purpose, was made by the majority stockholders of a banking corporation. A stockholder not in the agreement sought to have it overthrown, and the trustees enjoined from voting the stock. *Held*, that the agreement is against public policy and void, and that the trustees will be enjoined. *Bridgers* v. *First Nat. Bank of Tarboro et al.*, 67 S. E. 770 (N. C.). See NOTES, p. 51.

CRIMINAL LAW — DEFENSES — JUSTIFICATION UNDER PRIOR DECISION OF COURT. — A state statute making criminal the soliciting or accepting of any order for the sale or delivery of liquor was declared invalid by the Supreme Court of the state. Subsequently the same court overruled its decision and declared the law valid. In the meantime, the defendant violated the statute, and after the second decision, he was convicted. *Held*, that the conviction was wrong. *State* v. *O'Neil*, 126 N. W. 454 (Ia.).

For a discussion of this point, see 18 HARV. L. REV. 541.

CRIMINAL LAW — STATUTORY OFFENSES — VENDEE AS ACCOMPLICE OF VENDOR IN ILLEGAL LIQUOR SALE. — A purchaser in an illegal sale of intoxicating liquor testified against the seller. The seller contended that, as an accomplice, his testimony required corroboration. *Held*, that a purchaser is not an accomplice. *Trinkle* v. *State*, 127 S. W. 1060 (Tex., Ct. Cr. App.).

The witness is an accomplice of the defendant only if he could be indicted for the same crime. *Keller* v. *State*, 102 Ga. 506. The courts, however, uniformly declare that a purchaser of intoxicating liquors is not indictable. *Commonwealth* v. *Kostenbauder*, 20 Atl. 995 (Pa.). It is argued that the purchaser is not indictable for directly engaging in the sale, for a purchase is the exact

opposite of a sale. *Sears* v. *State*, 35 Tex. Cr. R. 442. The statute, specifying only the seller, by implication excludes the purchaser. *State* v. *Rand*, 51 N. H. 361. Similarly, a thief is not an accomplice of the receiver of his stolen goods. *Birdsong* v. *State*, 120 Ga. 850. A girl is not punishable as a party to her own seduction. *Regina* v. *Tyrrell*, [1894] 1 Q. B. 710. Nor is one accepting aid to escape from jail an accomplice of the person who furnishes it. *State* v. *Duff*, 122 N. W. 829 (Ia.). But in fact the buyer is a vital party to the sale. His action causes a breach of the law as surely as though he hired another to stab his enemy. These cases are properly explained as an exception to general principles based on public policy. The protection of the drinker intended by the statute would be nullified by his punishment. The state's most potent witnesses in liquor cases would be silenced through dread of conviction.

DAMAGES — MEASURE OF DAMAGES — CONVERSION OF STOCK. — The defendants converted the plaintiff's stock, then worth $45,125, which they were carrying for him on a margin. The stock declined before the plaintiff learned of the conversion. Within a reasonable time thereafter in which to replace the stock, its highest market price was $26,625. The plaintiff still owed at the time of the trial $15,000 on his loan. *Held*, that the plaintiff is entitled to $45,125 less $15,000. *McIntyre* v. *Whitney*, 43 N. Y. L. J. 1809 (N. Y., App. Div., July, 1910).

Damages in actions for conversion should fully indemnify the plaintiff and at the same time prevent the defendant from profiting by his wrongdoing. *Suydam* v. *Jenkins*, 3 Sandf. (N. Y.) 614. The New York rule of damages for the conversion of stock is ordinarily its highest market price within a reasonable time in which the plaintiff might replace the stock after discovering the conversion. *Wright* v. *Bank of the Metropolis*, 110 N. Y. 237. But the purpose of this rule is to indemnify the plaintiff when the value at the time of conversion would fail to do so, as when the market rises after the tort. *Barber* v. *Ellingwood*, 137 N. Y. App. Div. 704. The court in the principal case thus limits its application, and holds that at least the value at the time of conversion, with interest, may always be recovered. The rule may result in compensating the plaintiff unduly, for the fact that he had not discovered the conversion while the market was high is conclusive that he did not then wish to sell. But the decision is reasonable, for the other rule would give the tort-feasor the profits of the transaction and so put a premium upon misappropriations by brokers. *Taussig* v. *Hart*, 58 N. Y. 425.

DAMAGES — MITIGATION OF DAMAGES — BENEFIT TO PLAINTIFF. — The defendant town appropriated the plaintiff's property for highway purposes, without taking proper legal steps to condemn. The plaintiff brought trespass, and the defendant sought a reduction of damages by reason of the benefit which the plaintiff would derive from the highway. Both parties regarded the appropriation as permanent. *Held*, that the plaintiff may recover the full value of the land. *Pinney* v. *Town of Winchester*, 76 Atl. 994 (Conn.).

If the plaintiff's land had been properly condemned, damages would have been assessed under the Connecticut rule in eminent domain, allowing a set-off for special benefits to the remaining land. *Trinity College* v. *City of Hartford*, 32 Conn. 452. If the authority to condemn is not strictly pursued, the person acting under color of it becomes a trespasser, liable in some jurisdictions to exemplary damages. *Stewart* v. *Wallace*, 30 Barb. (N. Y.) 344; *Anderson, etc. R. Co.* v. *Kernodle*, 54 Ind. 314. The principal case is right in refusing to apply the rule in eminent domain to a clear case of trespass. The act is unlawful, and benefits imposed upon the owner cannot be applied to reduce damages. *Turner* v. *Rising Sun & Laughery Turnpike Co.*, 71 Ind. 547. The usual rule is to award damages for the trespass, and to compel the defendant to gain title